

00200257/A5/LB

NEGOTIATED CONTRACT		CONTRACT/TASK ORDER NO.	
		25X1A	
NAME ISSUING OFFICE		25X1A	
25X1A			
NAME		CONTRACTOR	
		25X1A	
CONTRACT FOR		AMOUNT	
Recent Virtual Image Viewer			
MAIL INVOICES TO			
Loading Office			
APPROPRIATION AND OTHER ADMINISTRATIVE DATA			
<p>64-5729</p> <p>1500-2734-64</p> <p>4135-1030-6000</p>			
<p>DECLASS REVIEW by NIMA/DOD</p>			
<p>NOTICE</p> <p>This material contains information affecting the national defense of the United States within the meaning of the espionage laws, Title 18, U.S.C., Sec. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.</p>			
<p>This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made. 25X1A</p> <p>THIS CONTRACT is entered into as of <u>15 June</u>, 19<u>64</u>, by and between the United States of America, hereinafter called the Government, and executing this</p> <p>contract and _____</p> <p>(i) a corporation _____</p> <p>(ii) a partnership consisting of _____</p> <p>(iii) an individual trading as _____</p> <p>hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.</p>			

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SCOPE OF WORK:

25X1A The Contractor shall develop, fabricate, test, demonstrate and deliver hereunder a full size experimental engineering model viewer in accordance with [] technical proposal No. 0074.01 as revised 25 May 1964 which is incorporated herein by reference and made a part hereof.

DELIVERABLE ITEMS:

<u>Item No.</u>	<u>Quantity</u>		<u>Schedule</u>
1	5	Technical Meeting Reports Letter type.	within 7 days after each technical liaison meeting
2	5	Quarterly Progress Reports	
3	1	Experimental Engineering Model of 50K and 5K (Diffraction) Direct Image Viewer	On or before 22 October 1965
4	6	Engineering Reports of operating and service instructions, and Design Data	Concurrent with delivery of Item 3
5	1	Complete Optical Systems (non-assembled) including gratings	On or before 22 October 1965
6	1	Set Reproducible [] engineering drawings (vellums or sepia) to good commercial practice if so requested by the Contracting Officer	25X1A

CONSIGNEE ADDRESS:

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DELIVERY:

In the event any item under this Contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in

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duplicates, must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in the suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.

PERIOD OF PERFORMANCE:

The period of performance for this Contract shall be 15 June 1964 to 15 October 1965.

COSTS:

25X1A The target cost for the performance of work hereunder (exclusive of profit) is

Costs in excess of this amount shall not be incurred without the prior written authorization of the Contracting Officer.

INCENTIVE PROVISION AND PAYMENT:

This fixed price incentive contract (cost incentive only) provides for payment to the Contractor based upon the following criteria:

Target Cost

Target Profit

Target Price

Ceiling Price

Ceiling Profit



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15% of Negotiated Final Costs

Sharing Formula:

75% (Government) - 25% (Contractor) of all negotiated Costs below Target Cost.

85% (Government) - 15% (Contractor) of all negotiated costs above Target Cost.

PROGRESS PAYMENTS:

Progress payments shall be made to the Contractor in accordance with the provisions of the attached Schedule entitled "Progress Payments."

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Progress payments as provided herein shall be made as long as the Contractor continues to maintain acceptable performance progress as determined by the Technical Representative of the Contracting Officer.

STATEMENT OF COST:

In support of each invoice for progress payments, and upon completion of the performance of work required hereunder, the Contractor shall deliver to the Contracting Officer a certified detailed statement of the applicable costs experienced by the Contractor in connection with this Contract. The Government shall be provided access to the Contractor's records to the extent necessary to review those cost statements if so desired.

SUBCONTRACTS AND GOVERNMENT ACQUIRED PROPERTY:

The Contractor is authorized to place subcontracts within the dollar amounts further specified; provided that neither the estimated cost for any subcontract, nor the total estimated cost for all subcontracts placed exceed the dollar limitations set forth herein below:

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Item

Study to determine how best to rule gratings

Trial Gratings

Final 10" x 10" Gratings

Intermediate (5K) Optical Systems

(50K) Optical Systems

TOTAL

Further, it is understood and agreed that the total cost for all subcontracts approved herein above is included within the Target Cost set forth for the performance of the Contract and not in addition thereto.

It is further understood and agreed that any and/or all item(s) procured by the Contractor pursuant to this provision are subject to the provisions of Article No. 11 entitled "Government Furnished Property."

CONTRACTOR OBLIGATION TO DELIVER:

It is mutually agreed that the Contractor's obligation to deliver Item No. 3 as listed in the "DELIVERABLE ITEMS" provision contained herein above, and in accordance with the specifications as delineated in [] technical proposal [] No. 6074.01 as revised 26 May 1964 and the Sponsor's statement entitled "RESEARCH OBJECTIVE" dated 28 February 1964, is contingent upon the performance of [] in achieving the required specifications in the

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diffraction gratings.

SECURITY:

The work to be performed hereunder is UNCLASSIFIED. The end items are UNCLASSIFIED. The association of the Sponsor with the work being performed under this Contract is classified CONFIDENTIAL.

NON-PUBLICITY:

It is a specific condition of this agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer.

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GENERAL PROVISIONS (Fixed Price Research and Development Contract) are attached to the Three (3) copies of this Contract being sent to the Contractor to be executed. Due to the insufficient supply of these **GENERAL PROVISIONS** they only referenced herein but not attached hereto.

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PROGRESS PAYMENTS

Progress payments shall be made to the Contractor as work progresses, from time to time upon request, in amounts approved by the Contracting Officer upon the following terms and conditions;

(a) Computation of Amounts

(1) Unless a smaller amount is requested, each progress payment shall be (i) 75 per cent of the amount of the Contractor's total costs incurred under this contract plus (ii) to the extent if any provided in the Schedule, the amount of the progress payments made by the Contractor to its subcontractors and remaining unliquidated; all less the sum of previous progress payments.

(2) The Contractor's total costs shall be reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices. However, such costs shall not include (i) any costs incurred by subcontractors or suppliers, or (ii) any payments or amounts payable to subcontractors or suppliers, except for completed work (including partial deliveries) to which the contractor has acquired title and except for amounts paid or payable under cost-reimbursement or time and material subcontracts for work to which the Contractor has acquired title, or (iii) costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(3) The amount of unliquidated progress payments shall not exceed the lesser of (i) 75 per cent of the costs mentioned in (a) (1) above, plus any unliquidated progress payments mentioned in item (a) (1) (ii) above, both of which are applicable only to the supplies and services not yet delivered and invoiced to and accepted by the Government, or, (ii) 75 per cent of the total contract price of supplies and services not yet delivered and invoiced to and accepted by the Government, less unliquidated advance payments.

(4) The aggregate amount of progress payments made shall not exceed 75 per cent of the total contract price.

(5) If at any time a progress payment of the unliquidated progress payments exceed the amount permitted by this paragraph (a), the Contractor shall pay the amount of such excess to the Government upon demand.

(b) Liquidation. Except as provided in the clause entitled "Termination for Convenience of the Government," all progress payments shall be liquidated by deducting from any payment under this contract other than advance or progress, the amount of unliquidated progress payments, or 75 per cent of the gross amount invoiced, whichever is less. Repayment to the Government required by a retro-active price reduction will be made after recalculating liquidations and payments at the reduced prices and adjusting the unliquidated progress payments accordingly.

(c) Reduction or Suspension. The Contracting Officer may reduce or suspend progress payments, or liquidate them at a rate higher than the percentage stated in (b) above, or both, whenever he finds upon substantial evidence that the Contractor (i) has failed to comply with any material requirement of this contract, (ii) has so failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this contract, (iii) has allocated inventory to this contract substantially exceeding reasonable requirements, (iv) is delinquent in payment of the costs of performance of this contract in the ordinary course of business, (v) has so failed to make progress that the unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract, or (vi) is realizing less profit than the estimated profit used for establishing a liquidation percentage in paragraph (b), if that liquidation percentage is less than the percentage stated in paragraph (a) (1).

(d) Title. When any progress payment is made under this contract, title to all parts; materials; inventories; work in process; special tooling as defined in clause of this contract entitled "Special Tooling"; nondurable (i.e., non capital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids not included within the definition of special tooling in such "Special Tooling" clause; and drawings and technical data (to the extent delivery thereof to the Government is required by other provisions of this contract); theretofore acquired or produced by the Contractor and allocated or properly chargeable to this contract under sound and generally accepted accounting principles and practices shall forthwith vest in the Government; and title to all like property thereafter acquired or produced by the Contractor and allocated or properly chargeable to this contract as aforesaid shall forthwith vest in the Government upon said acquisition, production, or allocation. Notwithstanding that title to property is in the Government through the operation of this clause, the handling and disposition of such property shall be determined by the applicable provisions of this contract such as; the Default clause and paragraph (h) of this clause; Termination for Convenience of the Government clause; and Special Tooling clause. Current production scrap may be sold by the Contractor without approval of the Contracting Officer and the proceeds shall be credited against the costs of contract performance. With the consent of the Contracting Officer and on terms approved by him, the Contractor may acquire or dispose of property to which title is vested in the Government pursuant to this clause, and in that event, the costs allocable to the property so transferred from this contract shall be eliminated from the costs of contract performance and the Contractor shall repay to the Government (by cash or credit memorandum) an amount equal to the unliquidated progress payments allocable to the property so transferred. Upon completion of performance of all the obligations of the Contractor under this contract, including liquidation of all progress payments hereunder, title to all property (or the proceeds thereof) which had not been delivered to and accepted by the Government under this contract or which had not been incorporated in supplies delivered to and accepted by the Government under this contract and to which

title has vested in the Government under this clause shall vest in the Contractor. The provisions of this contract referring to or defining liability for Government-furnished property shall not apply to property to which the Government shall have acquired title solely by virtue of the provisions of this clause.

(e) Risk of Loss. Except to the extent that the Government shall have otherwise expressly assumed the risk of loss of property, title to which vests in the Government pursuant to this clause, in the event of the loss, theft or destruction of or damage to any such property before its delivery to and acceptance by the Government, the Contractor shall bear the risk of loss and shall repay the Government an amount equal to the unliquidated progress payments based on costs allocable to such lost, stolen, destroyed or damaged property.

(f) Control of Costs and Property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports - Access to Records. Insofar as pertinent to the administration of this clause, the Contractor will (i) furnish promptly such relevant reports, certificates, financial statements, and other information as may be reasonably requested by the Contracting Officer and (ii) give the Government reasonable opportunity to examine and verify its books, records and accounts.

(h) Special Provisions Regarding Default. If this contract is terminated pursuant to the clause entitled "Default", (i) the Contractor shall, upon demand, pay to the Government the amount of unliquidated progress payments and (ii) with respect to all property as to which the Government elects not to require delivery under the clause entitled "Default", title shall vest in the Contractor upon full liquidation of progress payments, and the Government shall be liable for no payment except as provided by the "Default" clause.

(i) Reservations of Rights. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. No payment, or vesting of title pursuant to this clause, shall excuse the Contractor from performance of its obligations under this contract, nor constitute a waiver of any of the rights and remedies of the parties under this contract. No delay or failure of the Government in exercising any right, power or privilege under this clause shall affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude or impair any further exercise thereof or the exercise of any other right, power or privilege of the Government.

(SIGNATURES)

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The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

CONTRACTOR REPRESENTS (Check appropriate boxes)

(1) (a) That it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9309, which contains the detailed definitions and related procedures.) (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder ☐ will, ☐ will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

(2) (a) That it ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

By _____

WITNESSES



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By _____

NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

(TITLE)

(ADDRESS)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

SIGNATURE (Corporate Seal)

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